



LARRY COCHRAN
PARISH PRESIDENT

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

P.O. BOX 302 • HAHNVILLE, LOUISIANA 70057
(985) 783-5000 • Website: www.stcharlesparish-la.gov

ST. CHARLES PARISH PRESIDENT'S OFFICE

RFP FORM

DELIVER TO:

ST. CHARLES PARISH
PRESIDENT'S OFFICE
PROCUREMENT OFFICE
3rd FLOOR (ROOM 3402)
P. O. BOX 302,
15045 RIVER ROAD,
HAHNVILLE, LA 70057
(985) 783-5000
Email to: srochelle@stcharlesgov.net

ITEM:

EMERGENCY FEEDING EMPLOYEES
IN PARISH – WEST BANK

OPENING:

ST. CHARLES PARISH
COURTHOUSE
PROCUREMENT OFFICE
3RD FLOOR, 15045 RIVER ROAD
HAHNVILLE, LA 70057

RFQ TIME: 11:00 AM

RFQ DATE: APRIL 21, 2016

DEPARTMENT: Parish Wide

PLEASE READ RFQ CAREFULLY – LATE QUOTES WILL NOT BE ACCEPTED

NOTE: ONLY QUOTES IN INK WILL BE ACCEPTED. QUOTES CONTAINING CORRECTIONS WILL BE DISQUALIFIED.

Term of Contract: July 01, 2016 to October 31, 2016, with renewal option of three additional Hurricane Season Periods; 07-01-17 to 10-31-17, 07-01-18 to 10-31-18 & 07-02-19 to 10-31-19 – if agreed by both parties in writing.

NAME OF FIRM: _____

INSURANCE REQUIREMENTS

The following are standard insurance requirements for St. Charles Parish projects. Please be advised that additional requirements and/or limits may be required for services identifies as having additional risks or exposures. St. Charles Parish reserves the right to modify, alter, add, remove, or change any portion of the insurance requirement prior to execution of a contract or issuance of a purchase order.

The successful company shall maintain full force and effect during the life of this agreement all insurance necessary to protect itself and Parish against claims for property damage or bodily injuries or death of person or persons, whether or not employed by bidder, which may arise from any cause in connection with the services to be performed herein. The following is a list of minimum insurance requirements which must be met:

1. Minimum Limits of Coverage are as follows: **Parish has the right to examine policies to assure coverages.**
 - **Commercial General Liability**- \$1,000,000 combined Single Limit per occurrence for bodily injury and property damage;
 - Parish shall be added as additional insured on general liability;
 - **Comprehensive Automobile Liability** – Bodily Injury Liability \$1,000,000 each person: \$1,000,000 each occurrence. Property Damage Liability \$1,000,000 each occurrence. Must have coverage for loading & unloading. Auto Liability should include owned, hired and leased autos.
 - **Worker's Compensation Insurance** – As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when work is to be over water and involves maritime exposure to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.
 - The vendor would be required to have the appropriate Maritime/Jones Act insurance for projects in/on/over the waterway.
 - Insurance policies shall be endorsed to provide for a waiver of subrogation in favor of St. Charles Parish. The certificate of insurance shall reference the waiver of subrogation endorsement;
 - The Worker's Compensation Policy Territory Coverage Must include Louisiana
 - **Deductibles** – No insurance required shall include a deductible not greater than \$50,000. The cost of the deductible is borne by the contractor. Company may be asked to disclose Deductible /SIR amounts.
 - **Umbrella Liability/Excess Coverage** – An umbrella policy or excess may be used to meet minimum requirements, provided it has the appropriate "drop down" coverage required. If the company subcontracts any portion of this order, it is required that he carry insurance in amounts stated above.
Subcontractors shall submit a certificate of insurance certifying the above insurance coverage. The successful company also assumes full responsibility for all Federal and State Contributions for Unemployment Insurance, Workmen's Compensation, Disability Benefits Insurance, Federal Insurance Contributions Act Payments and Federal Withholding Tax of his employees.

- **BUILDER'S RISK –** *For construction and repair projects*
The contractor shall maintain Builder's Risk Insurance Policy that covers the specific risks involved in the scope of work (subject to review and approval by the parish.)

2. Bidder agrees to indemnify and hold harmless St. Charles Parish, its officers and employees from any liability resulting indirectly or directly from the performance of the contract;
3. Certificate Holder shall read: St. Charles Parish; P.O. Box 302, Hahnville, LA
4. Vendors delivering flammable and/or toxic substances will require endorsement for Pollution Liability Coverage and meet all Federal, State, and Local laws applicable.
5. Insurance company must be authorized to do business in the State of Louisiana and have an AM best rating of at least AA-class/category VII;
6. Parish may request copies of the policy and/or sections of the policy for review;
7. It shall be the responsibility of Contractor to require that these insurance requirements are met by all contractors and sub-contractors performing work for and on behalf of contractor. Contractor shall further ensure the Parish is named as additional insured on all insurance policies provided by said contractor and/or sub-contractor through the duration of the project.
8. St. Charles Parish requires a 10 day notice of cancellation of policy.

NAME OF FIRM: _____

CFR 200 - PROVISIONS FOR FEMA GRANT MONEY

ACCESS TO RECORDS – **DHS Grant Alert 15-05 paragraph XXXIII (2)** -Allows Federal Government (Grantee) access to a contractor's records; must include provision in contract stating this requirement by the contractor. The State of Louisiana, the Federal agency providing the assistance for this contract, the Comptroller General of the United States, St. Charles Parish, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this specific contract, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this contract will be maintained in a central location by the Contractor and St. Charles Parish, respectively, for a period of three (3) years from the date of the submission of the grantee's final expenditure report.

RETENTION OF RECORDS – **200.333** - In the event of a declared emergency, contractor shall retain all required records for three years after the termination date of the contract and all other pending matters are closed.

ENERGY EFFICIENCY – **Appendix II(H)** - Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan (LA RS 40:1730.49) issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, as amended).

COMPLIANCE WITH REPORTING REQUIREMENTS – **200.327-.329** - In the event of a declared emergency, Contractors are subject to FEMA and/or GOHSEP reporting requirements, i.e. program performance, financial and progress reports. Contractor shall complete and submit all reports, in such form and according to such schedule as may be required by the Owner / Agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- - Contractor shall be in compliance with section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulation (29 CFR Part 5). Construction Contracts greater than \$2,000 and for other contracts greater than \$2,500 where mechanics and laborers are employed. **Appendix II(E) All Construction contracts over \$100,000 where mechanics and laborers are employed.**

COPELAND ANTI-KICKBACK ACT. – Whoever, by force, intimidation, or threat of procuring dismissal from employment or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined under this title or imprisoned not more than five years, or both. The Contractor shall comply with all applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to insure compliance by the subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof. **Appendix II(D)** – All Construction or repair contracts in excess of \$2,000. **Appendix II(E)** – All construction or repair contracts.

EQUAL OPPORTUNITY CLAUSE: *"During the performance of this contract, the contractor agrees as follows:* The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, as supplemented in Department of Labor regulation. Contractors are not to exclude from participation in, deny the benefits of, or subject to discrimination under any program or activity, any person in the United States on the grounds, race, color, national origin, or sex; nor discriminate on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504, of the Rehabilitation Act of 1973, or on the basis of religion, except that any exemption from such prohibition against discrimination on the basis of religion as provided in the Civil Rights Act of 1964, or Title VI and VII of the Act of April 11, 1968, shall also apply.

This assurance includes compliance with the administrative requirements of the Revenue Sharing final handicapped discrimination provisions contained in Section 51.55(c), (d), (e), and (k)(5) of the Regulations. **Appendix II(I) – All Construction Contracts.**

TERMINATION FOR CAUSE AND CONVENIENCE - St. Charles Parish may at any time and for any reason terminate Contractor's service and work at Owner's convenience, giving a minimum 10 day written notice. Upon receipt of such notice contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this agreement. Upon such termination, contractor shall be entitled to payment as follows:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work. **Appendix II(B) – Applies to all contracts in excess of \$10,000.**

ADMINISTRATIVE AND LEGAL REMEDIES FOR VIOLATION OR BREACH OF CONTRACT – **Appendix II(A)** – All contracts greater than SAT (\$150,000). Paragraph #27.

COMPLIANCE WITH REGULATIONS PERTAINING TO PATENT RIGHTS (inventions), COPYRIGHTS AND RIGHTS IN DATA. – **Appendix II(F)** – The FEMA Public Assistance (PA) Program does not authorize any experimental, developmental or research work that would give rise to patents, inventions, copyrights or data. Therefore, there is NO REQUIREMENT for such clauses (OCC PA Field Manual page 94).

CLEAN AIR ACT AND FEDERAL WATER POLLUTION ACT - **Appendix II(G)** – Applies to all contracts greater than or equal to \$150,000.

BYRD ANTI-LOBBYING AMENDMENT - **Appendix II(J)** – Contractor that apply or bid for a contract must certify that it will not and has not used any Federal funds to influence an employee or member of Congress in obtaining any Federal Award.

AWARDS TO DEBARRED AND SUSPENDED PARTIES – Appendix II(I) – Sub recipient (Applicant) must require and contractor must make a declaration that the contractor, its principles or affiliates (subcontractors), are currently not disqualified as a result of debarment of suspension. In ascertain whether a Contractor of Subcontractor has been excluded from participating in a contract of subcontract receiving Federal financial assistance, a search of the Excluded Parties Lis System can be conducted using the System for Award Management provided by the General Services Administration at www.sam.gov/portal/public/SAM/.

PROCUREMENT OF RECOVERED MATERIALS – Appendix II(J) See 200.322 – Applies to State and local government entities and their contractors. The Contractor and its Subcontractors will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the Contractor purchases \$10,000 or more worth of one of these items during the course of the fiscal year or where the cost of such items or of functionally equivalent items purchased during the preceding fiscal year was \$10,000 or more; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for the procurement of recovered material identified in the EPA guidelines.

I hereby certify that the RFP price(s) listed above and/or attached have been carefully checked and are submitted as correct and final.

_____ NAME OF FIRM	_____ AUTHORIZED SIGNATURE	_____ DATE
_____ PHYSICAL ADDRESS	_____ PRINT NAME	
_____ P.O. BOX	_____ E-MAIL ADDRESS	
_____ CITY, STATE, ZIP	_____ TITLE	
_____ PHONE	_____ FAX	

ST. CHARLES HERALD GUIDE
RFQ PUBLISHED:
MARCH 31, 2016
APRIL 07, 2016

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NAME OF FIRM: _____

EMERGENCY RFP SPECIFICATIONS FOR HURRICANE SEASON: EMERGENCY FEEDING IN PARISH FOR SCP EMPLOYEES – WEST BANK

1. **GENERAL:** Service contractor for feeding Parish Employees in Parish – West Bank during the 2016 Hurricane Season (July 01, 2016 till October 31, 2016) four calendar months or until otherwise notified by the St. Charles Parish Procurement Office.
 - This Contract will be in effect for the 2016 period / season with two one year renewal options; (July 1, 2017 – October 31, 2017) & (July 01, 2018 – October 31, 2018).
 - In the event of an emergency, Vendor will be contacted and must be prepared within 24 hours of notification to prepare meals for Employees that remain in Parish to work the Emergency Event. Vendor will provide means to communicate (cell phone, satellite phone, radio, etc.) with our designee of St. Charles Parish (contact information will be provided at the time of incident).
 - Food may be prepared at your facility or an approved site and picked up by Parish Employees at designated times.
 - On-site food storage and preparation capabilities are required.
 - Pricing is for a minimum of one day and a minimum of 150 people. Please provide sample menu with RFP. Must include 3 hot meals; Breakfast, Lunch and Dinner.
2. **St. Charles Parish Procurement Office reserves the right to award this contract to 1 or more vendors.**
3. **Emergency Feeding Site for W/B St Charles Parish Employees:**

St. Charles Parish Courthouse
15045 River Road
Hahnville, LA 70057 (min. 150 People)
4. **Experience:**
 - (A) Successful Contractor herein referred to as the Vendor, must have been in the business of Food Preparation for a minimum of 10 years.
 - (B) Must be cleared by the Health Department – shall have documentation Food Prep license.
 - (C) Vendor must present a list of their employed staff to the St Charles Parish Site Manager - Appointed at the time of incident.

BREAKDOWN OF COSTS PER PERSON, PER DAY:

- \$ _____ For days 1-3 (per person, per day)
- \$ _____ For days 4 and above (per day, per person)

NAME OF FIRM: _____

PROCUREMENT AGREEMENT

On this ____ day of _____, 2016, St. Charles Parish, represented herein by Larry Cochran, Jr., Parish President, and the successful vendor noted below, does hereby enter into this Procurement Agreement for the expressed purpose of providing the following in order to serve the public.

Description of Procurement: RFP Number EMG-16-1007

Emergency Feeding for SCP Employees in Parish – West Bank

Now Therefore, St. Charles Parish does, hereby, enter into this Procurement Agreement with the undersigned below.

ST. CHARLES PARISH

By: _____
Larry Cochran, Parish President Date

COMPANY NAME:

Authorized Signature of Company Date

NAME OF FIRM: _____